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I. RECOGNITION AND NOTICES

A. Recognition

The Highland Board of Directors recognizes the Highland Education Association as the exclusive bargaining representative as ordered in PERB certification order #110. The unit shall include those positions included in order #110 and amendments.

"It is hereby ordered by the Board that Highland Education Association should be and hereby is designated and certified by the Board to be the exclusive bargaining representative for the employees of Highland Community School District, a public employer, in the following bargaining unit:

INCLUDED: Licensed classroom teachers, guidance counselors, licensed librarians, licensed nurses or nurses holding statements of professional recognition, special resource teachers, department heads, head teachers, and coordinators.

EXCLUDED: Superintendent, principals, athletic directors, non-certified school employees (custodians, bus drivers, bus mechanics, transportation directors, secretaries, teacher aides and cooks), and all other persons excluded by Section 4 of the Act."

B. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telephone or letter or in person at the following designated addresses or at such other address as may be designated by a party in written notification to the other party. Written notification must always follow any oral notice.

1. If by Association, to Board at Highland Superintendents office.
2. If by Board, to Association through the President, Chief Negotiator, or Teachers Rights Chairperson.

II. DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of written authorization from each employee of the Association at least thirty (30) days in advance of the first deduction, the Board agrees to deduct one-twelfth of the total Association dues from his or her pay for twelve (12) months and remit such deduction fifteen (15) days following each pay period to the official designated in writing by the Association to receive such deduction. The Association will notify the Board in writing of the exact amount of such regular membership dues at least thirty (30) days prior to the first deduction. Revocation of the employees authorization must be made in writing by the employee at least thirty (30) days prior to its effective date. The Association agrees to indemnify and hold harmless the Board, each individual Board member

and secretary, and all administration against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

### III. GRIEVANCE PROCEDURE

#### A. Definition

1. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. A "Grievant" shall mean an employee, a group of employees, or the Association filing a grievance.
3. A "Party in Interest" is the person or persons making the allegations.

#### B. Time Limits

If a grievance is not presented within ten working days, it shall be considered waived. If a grievance is not appealed to the next step within ten working days (or specified time limit) it shall be considered settled on the basis of the administrations last answer. The time limit in each step may be extended by mutual written agreement of the Superintendent or his/her designee and Association involved in each step. The term "working days" as used in this article shall mean the days Monday through Friday included within the contract.

C. Coverage

1. Every Party in Interest covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. The failure of the Party in Interest (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the Party in Interest to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by the Party in Interest shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the Party in Interest or of the teaching staff.

D. Procedure

1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between the Party in Interest and his or her principal. Class grievances involving more than one principal and grievances involving an administrator above the building level may be initiated at Step Three. During the summer months, when school is not in session, if the building principal is not available for the grievant to proceed at Steps One and

Two, the grievance may be initiated at Step Three.

2. Second Step

If the grievance can not be resolved informally, the Party in Interest shall file the grievance in writing. The written grievance shall state the nature of the grievance, shall note the specific reasons and clause or clauses of the basis of the grievance, and shall state the remedy requested. The filing of the formal written grievance at the second step must be within ten (10) working days after receipt of the grievance. The principal shall render a decision and communicate it in writing to the aggrieved employee and the Superintendent within ten (10) working days following the meeting between the principal and the aggrieved.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the Party in Interest shall file, within five (5) working days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) working days of the third-step grievance meeting and communicate it in writing to the Party in

Interest and the principal.

4. Fourth Step

If the grievance is not resolved satisfactorily in Step Three, there shall be a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within twenty (20) working days of the third step reply then the grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the three preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

The Association and grievant, shall submit, in writing, a request to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within five (5) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to provide a panel of five (5) arbitrators. This request shall be in the form of a written communication from the grievant and the Association which shall serve as a joint request. The moving party shall remove the first name from the list. The party removing the first name shall do so within two (2) working days and the other party shall have one (1) additional working day to remove one of the

1 remaining names. Each party shall alternately strike one name. The  
2 person whose name remains shall be the arbitrator.

3 The decision of the arbitrator shall be submitted in writing within twenty  
4 (20) working days following the close of the hearing or the submission of  
5 briefs by the parties, whichever is later, unless the parties agree to an  
6 extension thereof. The decision of the arbitrator shall be binding on the  
7 parties.

8 The arbitrator shall have no power to alter, change, detract from, or add  
9 to the provisions of this agreement but shall have power only to apply and  
10 interpret the provisions of this agreement to the settlement of issues and  
11 grievances arising hereunder.

12 The cost for the services of the arbitrator, including per diem expenses,  
13 if any, and actual and necessary travel, subsistence expenses, and the cost  
14 of the hearing room shall be borne equally by the Board and the  
15 Association. Any other expenses incurred shall be paid by the party  
16 incurring the same.

17 E. Exceptions to Time Limits

18 When a grievance is submitted on or after May 1, time limits shall consist of all



weekdays, exclusive of weekends or holidays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

#### IV. COMPLIANCE CLAUSES

##### A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law and the Board and the Association shall enter into immediate negotiations to replace said provision, if possible. All other provisions or applications shall continue in full force and effect.

##### B. Modification of Current Agreement

Negotiations may be reopened on this Agreement by mutual agreement if either party gives a written notice of request to negotiate.

#### V. DURATION PERIOD

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2009, except for the following articles: Article VIII - Insurance; Schedule A - Salary Schedule; and Schedule B - Supplemental Pay for Extra Curricular Activities. The aforementioned articles will be in effect from July 1, 2007 to June 30, 2008 and will be open for negotiations for the 2008-09 contract

year per Iowa Code 20 regulations. Any articles of the agreement may be opened for negotiations at any time if the Association and District mutually agree.

VI. WAGES AND SALARIES

A. Schedule

1. The salary of each employee covered by the regular schedule is set forth in Schedule A, which is attached hereto and made part thereof.
2. For this contract a days pay will be 1/the number of days in the contract year.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Any employee hired after the start of a school year shall be given full credit for one (1) year service toward the next increment step for the following year if they serve ninety (90) consecutive teaching days or more in one school year.

2. Credit for Experience

Credit up to fifteenth (15th) step of any salary level on the employee Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment.

3. Placement Beyond the BA Lane

To be placed on the salary schedule beyond the BA lane the graduate credit hours must be earned after receipt of the teaching certificate.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for the educational classification is reached. A year of service consists of employment in the Highland District for ninety (90) consecutive teaching days or more in one school year.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, they shall file suitable evidence of additional educational credit with the Superintendent no later than September 15.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 25th

1 of each month. Employees shall receive their checks at their regular  
2 building and on regular school days unless otherwise designated by the  
3 teacher, with approval of the Superintendent.

4 2. Exceptions

5 When a pay date falls on or during a school holiday, vacation or weekend,  
6 employees shall receive their pay checks on the last previous working day.

7 3. Summer Checks

8 Summer checks, other than for summer school teachers, shall be mailed  
9 to the address designated by the employee. The checks will be mailed on  
10 the day before the scheduled pay date.

11 4. Direct Deposit

12 Effective July 1, 2007 direct deposit to the employees designated bank  
13 will be available. The scheduled pay will be deposited in the bank on the  
14 25th day of each month, unless the pay date falls on or during a school  
15 holiday, vacation or weekend.

16 E. Part-Time Employees

17 Part-time employees benefits, leaves and insurance shall be pro-rated. An  
18 employee who is employed more than one-half time ( $\frac{1}{2}$ ) time shall receive one

(1) full year in seniority.

F. Extra Teaching Preparation Compensation

1. Secondary (7-12) employees assigned classes requiring more than five (5) preparations because of teaching responsibilities for different subject matter areas, will be compensated at \$400 for each additional preparation per semester.

- a. Definitions: Subject matter areas refer to the separate and distinct sub-components of the specific academic disciplines; for example, the discipline is Social Studies, it's sub-components are: American History, World History, Economics, American Government, etc. Each sub-component requires it's own preparation and consequently is counted as one preparation.

G. Re-Opener

If there is an increase in state aid after salaries are set which exceeds \$6,000.00, the gain over \$6,000.00 would be applied to the base salary and balance of budget, provided, however, that the District, in its sole discretion, may apply that portion of the increase otherwise to be applied to teachers' salaries to restore budget cuts resulting in teacher layoffs and to reinstate teachers laid off as a result of said budget cuts. This provision is subject to Iowa Public Law Section 20.17, Subdivision 6.

1 VII. SUPPLEMENTAL PAY

2 A. Extra-Curricular Activities

3 1. Approved Activities

4 The Board and the Association agree that the extra-curricular activities  
5 listed in Schedule B are official school-sponsored activities covered by  
6 school insurance. The Board has the authority not to fill a position.

7 2. Rate of Pay

8 Employee participation in extra-curricular activities which extend beyond  
9 the regularly scheduled in-school day, shall be compensated according to  
10 the rate of pay or other stipulations in Schedule B, which is attached  
11 hereto and made a part thereof.

12 B. Travel Expenses

13 1. Employees who may be requested to use their own transportation in the  
14 performance of their duties and employees who are assigned to more than  
15 one school per day shall be reimbursed for all such travel at the current  
16 rate of the maximum state allowance.

17 2. The same allowance shall be given for use of personal cars for field trips  
18 or other business of the district. The Board shall provide adequate  
19 liability insurance protection for employees, when their personal cars are  
20 used as provided in this section.

VIII. INSURANCE

A. Health Insurance

1. New Hires after July 1, 2000

The employer will provide a single health insurance plan equal to the highest deductible plan that is available to the employee. Employees will be required to take the employer provided plan. If the employee wishes to upgrade this plan to a lower deductible or a family plan the employee will pay the difference in premium.

2. Employees on staff prior to July 1, 2000

The employer will pay an amount equal to the single health insurance plan with the highest deductible that is available to the employee minus five dollars (\$5.00). If the employee wishes to upgrade this plan to a lower deductible or a family plan the employee will pay the difference in premium. Employees who choose not to take the health insurance will be provided \$1,980 per year towards a tax-sheltered annuity.

B. Dental Insurance

The employer will pay up to \$240.00 per year on the group dental insurance premium.

C. LTD Insurance

The employer will provide a Long Term Disability insurance plan.

IX. LEAVES

A. Sick Leave

1. A regular employee of this school district shall be granted sick leave with full pay of fifteen (15) days each year. Unused sick leave days shall accumulate from year to year with a maximum accumulation of one hundred and fifteen (115) days.
2. In order to be eligible for sick leave allowance, it is the responsibility of the employee to make every reasonable attempt to notify his or her immediate principal of the illness no later than 6:30 a.m. on the day of the illness and to present evidence as requested to confirm the necessity of such absence. A doctor's statement may be required as evidence of the employee's ability to resume employment after a confining or disabling illness or accident.
3. New employees whose services commence after the beginning of the school term shall be granted an pro rata share of the days allowed.
4. In the event of an unexpected situation where an employee has exhausted all of their sick leave due to extended illness, family illness, maternity leave, etc. other employees may donate their personal leave into a pool.
5. The employee will be granted a half-day sick leave for regularly scheduled medical or dental appointments, such as routine medical checkups and physicals and dental check-ups and cleanings.



B. Family Illness

1. An employee may use five (5) days of sick leave for family illness. An additional five days of leave may be taken after all other leave has been exhausted (personal leave and general leave). In unique situations the superintendent may convert additional sick leave to family illness. See Section G1 - Bereavement Leave for definition of family.
2. An employee may be granted a leave of absence without pay to the end of a current school year, or part thereof, for the purpose of caring for a sick or injured member of the employee's immediate family. Immediate family being: mother, father, spouse and children. Additional leave may be granted by the Board.

C. Maternity Leave

An employee may use six weeks of paid sick leave for pregnancy or pregnancy-related matters. Additional unpaid leave may be used under the provisions of the "Family and Medical Leave" policy. In extreme medical conditions additional leave may be granted by the superintendent if there is sufficient unused sick leave days. A medical statement shall be required for maternity leave.

D. Paternity Leave

An employee may use up to two weeks of paid sick leave for paternity leave. Family illness leave may not be used for paternity leave. Additional unpaid leave

may be used under the provisions of the "Family and Medical Leave" policy.

E. Adoption/Foster Care Leave

An employee may use up to two weeks of paid sick leave for adoption/foster care leave. Family illness leave may not be used for adoption/foster care leave. Additional unpaid leave may be used under the provisions of the "Family and Medical Leave" policy. In extreme conditions additional leave may be granted by the superintendent if there is sufficient unused sick leave days.

F. Professional Leave

Attendance at professional meetings or visiting schools to observe specific programs may be permitted without loss of pay provided prior approval is received from the principal and the Superintendent. The District will encourage each staff member to utilize this leave. Each employee shall be granted a minimum of one professional leave day per year. Additional days may be granted at the discretion of the principal and the Superintendent. Further-more, the District will agree to equitably disburse such monies as are available during the course of the year for such leave.

G. Bereavement Leave

1. Up to five (5) days leave with pay per school year shall be allowed for each death in the immediate family with the approval of the

1 Superintendent or his/her designated representative. These days shall be  
2 non-accumulative. Members of the immediate family shall include only  
3 the following: Spouse, child, mother, father, sister, brother, grandfather,  
4 grandmother, granddaughter, grandson, mother-in-law, son-in-law,  
5 daughter-in-law, step-son, step-daughter, father-in-law, step-mother, step-  
6 father, step-mother-in-law, step-father-in-law, step-sister, step-brother,  
7 brother-in-law and sister-in-law. Unusual circumstances will be dealt with  
8 on a case-by-case basis by the Superintendent.

- 9 2. Employees shall be granted up to two (2) days (total) in the event of the  
10 death of a friend or relative outside the employee's family as defined  
11 above.

12 H. General Leave

13 A regular employee of this school district shall be granted one (1) days leave  
14 during each school year of employment for the following purposes upon the  
15 previous approval of the superintendent:

- 16 a. Dental service not entitling the employee to sick leave  
17 b. Eye test and glass fitting  
18 c. Community Service  
19 d. Church Services  
20 e. Funerals not entitling bereavement leave  
21 f. Illness in the family

- g. Commercial business
- h. Legal business
- i. Political business
- j. Attendance at weddings
- k. Educational meetings not covered under professional leave
- l. Emergency
- m. Graduations
- n. Family business

I. Association Leave

Up to a total of five (5) days per Association per year shall be allowed for representatives of the Association to attend activities of their local, state, and national affiliated organization. The Association shall inform the employees principal at least forty-eight (48) hours prior to the use of this leave for Association activities. The employee attending these activities shall receive full pay for this leave if the Association reimburses the school district for the cost of the substitute for the employee.

J. Extended Leaves of Absence

Requests for extended leaves of absence without pay shall be presented to the Superintendent in writing. If denied by the Superintendent, the employee may request such application be presented to the Board.

K. Personal Leave

1. Two (2) personal days of leave with pay shall be granted by the Superintendent upon request by the teacher at least three (3) days prior to the date leave shall take place. This time span may be waived in case of an emergency. Personal days may be carried over to the following year and allowed to accumulate to a maximum of four (4) days.
2. After ten (10) years of service, three (3) personal days of leave with pay shall be granted by the Superintendent upon request by the teacher at least three (3) days prior to the date leave shall take place. This time span may be waived in case of an emergency. Personal days may be carried over to the following year and allowed to accumulate to a maximum of five (5) days.
3. After twenty (20) years of service, four (4) personal days of leave with pay shall be granted by the Superintendent upon request by the teacher at least three (3) days prior to the date leave shall take place. This time span may be waived in case of an emergency. Personal days may be carried over to the following year and allowed to accumulate to a maximum of five (5) days.

The following restrictions shall apply:

1. Leave may not to be granted during professional development time or for activities where the teacher is required to meet the parents and/or public.

2. Leave shall not be used to extend holidays.
3. Leave shall not be used the first or last week of school and semester test week. (Except in extreme emergency.)
4. Leave shall not be granted for more than three (3) members of the bargaining unit per day. (First request-first served)
5. Length of leave minimum of one-half (½) day.

X. EMPLOYEE WORK YEAR

A. In-School Work Year

1. Regular Contract

The in-school work year, except for extended contracts, shall not exceed 184 days for teachers who have experience in the Highland School District.

2. Professional Development Contract Days

If the state requires additional contract days outside of instruction time those days will be paid at the employee's per diem rate.

3. Definition of In-School Work Year

The in-school year shall include days when pupils are in attendance, orientation days, and other days when employees attendance is required.

1           4.     Definition of Contract Year

2                 The contract year is the total of the in-school year plus the paid holidays.

3           5.     Definition of In-School Day

4                 An in-school day is a day an employee is required to be at his place of  
5                 employment.

6           6.     Non-Attendance

7                 Employee attendance shall not be required whenever student attendance  
8                 is not required due to inclement weather.

9           7.     Non-School Days

10                Winter break shall consist of eleven consecutive days, including the paid  
11                Holidays of December 24, 25, 31 and January 1.

12       B.     Holidays

13                The regular and extended contract of employees shall include ten (10) paid  
14                Holidays. Such Holidays shall include Thanksgiving, Friday after Thanksgiving,  
15                President's Day, Monday after Easter, Memorial Day, Labor Day, Christmas  
16                Eve, Christmas Day, New Year's Eve, New Year's Day. In addition Good  
17                Friday will be considered an unpaid holiday. There shall be 1:30 p.m. dismissal  
18                on Thanksgiving Eve day and on the day before Christmas vacation. If the state

1 requirement for a minimum school day is changed such that the day before  
2 Thanksgiving and the day before Christmas vacation do not constitute a legal  
3 school day, then the dismissal time will be set to guarantee the minimum school  
4 day. No employee shall be required to perform duties on any of the above  
5 Holidays.

6 XI. EMPLOYEE HOURS AND LOAD

7 A. Lunch Period

8 Each teacher shall have at least a twenty-seven (27) minute duty free lunch period  
9 each day.

10 B. Meetings

11 1. Faculty and Other

12 Employees may be required to remain after the end of the regular  
13 workday without additional compensation, for the purpose of attending  
14 faculty or other professional meetings two (2) days each month. Such  
15 meetings shall begin no later than fifteen (15) minutes after the student  
16 dismissal time and shall run for no more than forty-five (45) minutes. If  
17 additional time is needed, students shall be dismissed early. Meetings  
18 shall not be called on Fridays or on any day immediately preceding any  
19 holiday or other day upon which teacher attendance is not required at  
20 school.



1           2.    Morning Meetings

2           Employees may be required to arrive before the start of the regular  
3           workday without additional compensation, for the purpose of attending  
4           faculty or other professional meetings one (1) day each month. Such  
5           meetings shall begin no earlier than forty-five (45) minutes before the start  
6           of the teacher's workday. A morning meeting would fulfill the  
7           requirement for one of the two faculty or professional meetings allowed  
8           each month in Section 1 of this clause.

9           3.    Notice and Agenda

10          The notice of an agenda for any faculty meeting shall be posted on the  
11          official faculty bulletin board of each attendance center at least twenty  
12          four (24) hours prior to meetings, except in an emergency. Employees  
13          shall have the opportunity to suggest items for the agenda.

14        C.    Preparation Time

15          Classroom employees shall have 42 minutes of preparation time during the  
16          student school day in addition to their 27 minute duty free lunch. An additional  
17          30 minutes per day will be allocated for teacher preparation time, to meet with  
18          colleagues or to meet with individual students.

D. Employee Hours

1. The school day for employees shall begin at 8:00 a.m. and the employee will remain on duty until 3:45 p.m.
2. On Fridays and the day preceding Spring Break, the employees day will end five (5) minutes after the close of the student's day, unless the teacher has pupils left in the building that would be under his or her direct supervision.
3. Employees may leave the building during their lunch period when they are not assigned to lunch duty by informing the principal. Employees may be allowed to leave the building during their preparation time with permission from the building principal.

XII. REDUCTION OR REALIGNMENT OF STAFF

A. Reduction

If a position is to be reduced the administration shall use the following procedure.

1. The person employed in that position will have the right to displace the least senior employee for whose position he or she is certified and qualified to teach, with the approval of the administration, without reduction of salary or benefits. He or she shall be notified of the displacement by April 30, by the administration.
2. Retired teachers rehired for a teaching position in the area or position to be reduced will be considered the least senior employee.

- 1                   3.     An employee who is to be displaced pursuant to this Section shall have the  
2                   same displacement rights as outlined above.
- 3                   4.     If the employee has no displacement rights he or she shall be notified of  
4                   the reduction by April 30, by the administration.

5           B.     Recall Rights

- 6           1.     Any employee reduced pursuant to Article XII. shall have recall rights to  
7                   any position for which he/she is or may become certified and qualified,  
8                   with the approval of the administration, for one year from the effective  
9                   date of his/her reduction and shall be recalled to available positions in the  
10                  order of the person with the most seniority being recalled first
- 11           2.     If a reduced employee has displaced another teacher or has been recalled  
12                  to a position other than that held immediately prior to reduction, the  
13                  employee will remain eligible for recall in accordance with the provisions  
14                  of Subsection 1 above.
- 15           3.     Employees who refuse recall to a position with fewer hours or less pay  
16                  then held at time of reduction shall retain recall rights.
- 17           4.     An employee desiring recall rights shall maintain on file with the  
18                  Superintendent the employee's mailing address. Should a vacancy occur,  
19                  the Superintendent shall notify the teacher by certified mail of the  
20                  vacancy. The teacher shall respond within ten (10) calendar days of date  
21                  of receipt of the Superintendent's notice.

C. Notification

1. The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction or realignment no later than April 30 preceding each school year. Such notice shall include specific written reasons for reduction of staff.
2. The parties agree an employees' eligibility for recall shall terminate if he/she:
  - a. Fails to respond to his/her recall notice within ten (10) days of receipt of such notice and/or fails to report at the specified date to the assignment to which he/she has been recalled.
  - b. Is not recalled within the one (1) year specified in Section B above.

D. Benefits

Any employee reemployed by exercising his/her recall rights shall be given full salary, related benefits, and experience of one step beyond the last period of employment. If a recalled employee was employed by another duly accredited school district during his/her period of layoff that employee will also receive experience on the salary schedule for that period of employment. (This provision will apply to employees laid off after July 1, 1993.)

1           E.    Seniority

2           For the purposes of this Article, seniority will be computed from the day the  
3           Board of Directors approves the employee's individual contract, and will begin  
4           to accrue as of that first day of hire. Seniority will continue to accrue during all  
5           paid leaves of absences, and for a period of one (1) year from the effective date  
6           of the reduction. Seniority will not be broken by unpaid leaves of absence or  
7           employment by the Board in a position outside the bargaining unit, but such time  
8           will not be counted in computing seniority. When seniority is equal between or  
9           among employees, ranking of those employees shall be determined by the drawing  
10          of lots.

11          All Highland teaching faculty shall be placed on one master list according to  
12          number of continuous years of teaching experience in the district.

13          The month, day and year the individual contract was approved by the Board of  
14          Directors shall determine seniority.

15          Each member's certification, including approvals and endorsements shall be noted  
16          on this seniority list. This shall be made available to the Association.

### 1      XIII. EMPLOYEE EVALUATION PROCEDURE

#### 2            A. Notification of Employees

3            Within four (4) weeks after the beginning of the school year employees shall be  
4            informed by the Superintendent or his/her representative with the formal  
5            evaluation procedure to be observed. No one will be formally evaluated prior to  
6            notification of the procedure.

#### 7            B. Required Evaluations

8            All teacher evaluations shall be conducted with the full knowledge of the teacher  
9            for the purpose of improved professional performance and to determine  
10           competency of the Iowa teaching standards.

11           1. Highland evaluation procedures will follow all requirements of the Code  
12           of Iowa, Chapter 279.19 and/or Chapter 284, Student Achievement and  
13           Teacher Quality Program.

#### 14           2. Required Evaluation - Beginning Teacher

15           Beginning teachers shall be evaluated at least three (3) times each year of  
16           their probationary status. A probationary teacher is a teacher serving a  
17           probationary period of employment as defined by the Code of Iowa,  
18           Chapter 279.19.

#### 19           3. Required Evaluation - New Teachers holding a Standard License

20           Teachers new to Highland shall be evaluated at least three (3) times during  
21           their first year of employment at Highland. The second year they shall

be placed on the three-year rotating evaluation schedule.

4. Required Evaluation - Career Teacher

A career teacher shall be evaluated at least once every three (3) years. A career teacher is a teacher who has completed the probationary period of employment as defined by the Code of Iowa, Chapter 279.19.

C. Conference and Copy

The evaluator shall have a meeting with the employee within five (5) working days following any formal evaluation.

Any negative evaluation must be accompanied by appropriate documentation and specific remediation procedures and guidelines to accomplish the remediation as well as time lines.

Copies of such written evaluations shall be submitted to the Superintendent in such manner and at such time as may be determined by the Superintendent.

A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement of the content.

D. Responses

The employee shall have the right to submit an explanation or other written

1 statement regarding any evaluation for inclusion in his/her personnel file. Any  
2 written statement by the employee shall be made within five (5) working days of  
3 the evaluation conference.

4 A copy will be signed by both parties to indicate awareness.

5 E. Personnel File Review

6 An employee presently under contract shall have the right to review the contents  
7 of his/her own personnel file during business hours with reasonable notice and  
8 security provisions. A representative of the Association may, at the employee's  
9 request, accompany the employee in this review. Confidential job  
10 recommendations shall be excluded. The employee shall have the right to  
11 respond to all materials contained in said file and to any materials to be placed  
12 in said file in the future. Such employee responses shall become a part of said  
13 file.

14 Any complaints or criticism, directed toward an employee, which are placed in  
15 the personnel file are to be promptly called to the employee's attention. This  
16 must be done in writing. Any such document shall remain in the employee's file  
17 for no more than one (1) year.



1 F. Personnel File Reproduction

2 The employee shall have the right to reproduce any of the contents of his/her file  
3 at the actual cost of reproduction except confidential contents.

4 XIV. TRANSFER PROCEDURES

5 Definition

6 The assignment of an employee to a different job classification, grade level, subject area  
7 or building shall be considered a transfer.

8 A. Voluntary Transfers

- 9 1. The Board shall post for a minimum of three (3) days, in all school  
10 buildings a list of the anticipated vacancies which may occur during the  
11 school year and/or for the following school year as soon as the Board is  
12 sure of said vacancy.
- 13 2. All requests shall be made in writing to the Superintendent giving specific  
14 reasons for requesting the transfer. Such requests for transfers for the  
15 following year shall be submitted not later than June 1 and for the second  
16 semester such requests shall be submitted not later than December 1.  
17 Requests for transfer to posted vacancies must be filed within ten (10)  
18 calendar days of posting.
- 19 3. The consideration of transfer of an employee shall be based on  
20 qualifications, certifications, and seniority in the District.

- 1                   4.     Written notice of transfer shall be given to the employees concerned as
- 2                         soon as practicable.
- 3                   5.     Requests for transfers are kept for only one school year. Renewal must
- 4                         be made each year.

5           B.     Involuntary Transfers

- 6                   1.     When the Board deems an involuntary transfer necessary, the Board will
- 7                         take into consideration the employee's qualifications, certifications, and
- 8                         seniority.
- 9                   2.     An employee will be notified, in writing, of any intended transfer and
- 10                        shall be entitled to a conference with the Superintendent or his/her
- 11                        designee to discuss the reasons for said transfer. The Superintendent shall
- 12                        set forth, in writing, the procedures used in the determination of said
- 13                        transfer. The recognized association representative may be present at the
- 14                        time of the conference.
- 15                   3.     The employee shall be notified of any intended transfer by June 1, except
- 16                        in case of emergency.

17   XV.   EXTENDED CONTRACTS

18                   Extended contracts may be offered to certified employees. The number of days

19                   assigned to each position will be determined annually by the Board, and will be

20                   paid at the rate of 1/the number of days in the contract year, per day.

1 XVI. PRINTING

2 The number of copies wanted by each party of this contract should be decided  
3 and a cost per printed unit (booklet) determined. Use this cost multiplied by the  
4 number of copies wanted to determine the amount each party shall pay towards  
5 the total cost of printing.

1                                    SCHEDULE A

2                                    Page 1 of 2 pages

3                                    EMPLOYEE SALARY SCHEDULE

4                                    DEFINITION OF EDUCATIONAL LANES

5                                    B.A. SCHEDULE shall apply to all employees possessing a Baccalaureate Degree from an  
6                                    accredited college or university and holding a valid Iowa Teaching Certificate.

7                                    B.A. +8, 16 and 24 SCHEDULE shall apply to all employees possessing appropriate semester  
8                                    credit hours beyond the Baccalaureate Degree from an accredited college or university and  
9                                    holding a valid Iowa Teachers Certificate. However, the BA+24 lane shall apply only to those  
10                                   persons in a college approved Masters Degree program in their teaching field or in education  
11                                   courses approved by the Superintendent. (Hours from courses taken after July 1, 1984 will  
12                                   apply only.)

13                                   M.A. SCHEDULE shall apply to all employees possessing a Master's Degree from an accredited  
14                                   college or university and holding a valid Iowa Teachers Certificate in their teaching field.

15                                   M.A. +8 and HIGHER SCHEDULE shall apply to all employees possessing appropriate  
16                                   semester credit hours beyond a Master's Degree in the teacher's subject area or receiving prior  
17                                   approval in writing from the Superintendent.

18                                   SPECIALIST IN EDUCATION SCHEDULE shall apply to all employees holding a Provisional  
19                                   or Permanent Teaching Certificate and a Specialists in Education Degree in the teacher's subject  
20                                   area or receiving prior approval in writing from the Superintendent.

## 36

[illegible]

SCHEDULE BSUPPLEMENTAL PAY OF EXTRA CURRICULAR ACTIVITIES1. Coaching, Sponsor and Driver's Education

<u>Title of Activity</u>	<u>% of Base</u>	<u>Dollars</u>
Sr. High Baseball Coach	14%	3,460.80
Sr. High Basketball Coach	14%	3,460.80
Sr. High Football Coach	14%	3,460.80
Sr. High Softball Coach	14%	3,460.80
Sr. High Track Coach	14%	3,460.80
Sr. High Volleyball Coach	14%	3,460.80
Sr. High Wrestling Coach	14%	3,460.80
Ass't Sr. High Baseball Coach	10%	2,472.00
Ass't Sr. High Basketball Coach	10%	2,472.00
Ass't Sr. High Football Coach	10%	2,472.00
Ass't Sr. High Softball Coach	10%	2,472.00
Ass't Sr. Track Coach	10%	2,472.00
Ass't Sr. High Volleyball Coach	10%	2,472.00
Ass't Sr. High Wrestling Coach	10%	2,472.00
Cross Country Coach	14%	3,460.80
Jr. High Baseball Coach	7%	1,730.40
Jr. High Basketball Coach	7%	1,730.40
Jr. High Football Coach	7%	1,730.40
Jr. High Softball Coach	7%	1,730.40
Jr. High Track Coach	7%	1,730.40
Jr. High Volleyball Coach	7%	1,730.40
Jr. High Wrestling Coach	7%	1,730.40
Ass't Jr. High Football Coach	7%	1,730.40
Instrumental Music Sponsor	14%	3,460.80
Vocal Music Sponsor	14%	3,460.80
Speech Sponsor	7%	1,730.40
School Play Sponsor	10%	2,472.00
Student Council Sponsor	8%	1,977.60
Prom Sponsor	5%	1,236.00
Cheerleading Sponsor	10 ½ %	2,595.60
Football Sponsor	3 ½ %	865.20
Basketball Sponsor	3 ½ %	865.20
Wrestling Sponsor	3 ½ %	865.20
Drill Team Sponsor	6%	1,483.20
Extended Learning Activities Sponsor	14%	3,460.80
Secondary Mock Trial & Quiz Bowl	6%	1,483.20
Secondary Future Problem Solvers	4%	988.80
Elementary Future Problem Solvers	4%	988.80
Driver's Education Program		\$24.00 per hour

Schedule B – Continued

1 If a person contracts for any one activity, they receive stated percent of base pay. If two  
2 or more activities, then an extra 2% on each activity. If a person contracts for more than  
3 one activity in a sub-group they will not receive an extra 2% within that sub-group.

4 2. Assigned Duties

5 Before the end of the school year teachers will be given the opportunity to sign up for  
6 extra duties beyond the school day. Any duties remaining will be randomly assigned by  
7 the athletic director. Teachers unable to fulfill their duty will find a substitute or notify  
8 the athletic director three (3) days before the duty, unless in case of an emergency.  
9 Teachers will be paid twenty-five dollars (\$25.00) per duty.

10 Duties List:

- 11 1. Supervision of any nature  
12 2. Ticket taking  
13 3. Scoring  
14 4. Timing  
15 5. Announcing  
16 6. Detention  
17 7. Open House

SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this 2007-2008 Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 18<sup>th</sup> day of April, 2007.

HIGHLAND EDUCATION  
ASSOCIATION

By Tim Dwyer  
President

By Kapra Hefley  
Chief Negotiator

BOARD OF DIRECTORS  
HIGHLAND COMMUNITY  
SCHOOL DISTRICT

By Michael E Roberts  
President

By Carol Montz  
Chief Negotiator